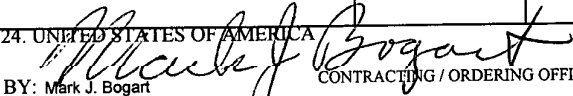


ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 3							
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. GS-35F-0279J		2. DELIVERY ORDER/ CALL NO. DCA100-00-F-4009		3. DATE OF ORDER/CALL 1999Sep20		4. REQ./ PURCH. REQUEST NO. DD2PR07325		5. PRIORITY DO-A7					
6. ISSUED BY DISA/DITCO-NAT'L CAPITAL REGION ATTN: CODE DTN 701 S. COURTHOUSE ROAD ARLINGTON, VA 22204-2199			CODE HC1001		7. ADMINISTERED BY (if other than 6) SEE ITEM 6			CODE					
9. CONTRACTOR FEDERAL DATA CORPORATION ATTN LEE COPELAND 7501 GREENWAY CENTER DRIVE SUITE 1000 (DUNS 177155645) GREENBELT, MD 207703514			CODE 177155645		FACILITY OCX95		10. DELIVER TO FOR POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)				
14. SHIP TO DISA/D33 ATTN: DoDCERT 701 S. COURTHOUSE RD. ARLINGTON, VA 22204-2199			CODE		15. PAYMENT WILL BE MADE BY DFAS PENSACOLA DFAS-PE/FPD (DDO BRANCH) P.O. BOX 33600 PENSACOLA, FL 32508-3800			CODE 68566		12. DISCOUNT TERMS net 30			
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED										
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.									
PURCHASE		<input type="checkbox"/>		Reference your quote dated				Furnish the following on terms specified herein.					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE AA SUBJECT TO THE AVAILABILITY OF FY00 FUNDS FINAL \$ 410,000.00													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle						24. UNITED STATES OF AMERICA  BY: Mark J. Bogart CONTRACTING / ORDERING OFFICER				25. TOTAL \$410,000.00		29. DIFFERENCES	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						27. SHIP NO.		28. DO VOUCHER NO.		30. INITIALS		33. AMOUNT VERIFIED CORRECT FOR	
DATE SIGNATURE OF AUTHORIZED GOVT. REP.						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		34. CHECK NUMBER		35. BILL OF LADING NO.	
36. I certify this account is correct and proper for payment. DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DCA100-00-F-4009PAGE
2 OF 3NAME OF OFFEROR OR CONTRACTOR
FEDERAL DATA CORPORATION

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Each	\$410,000.00	\$410,000.00

TVD-DRCT-NA-400-P-50001+

FFP - Total Virus Defense - one year subscription for the Department of Defense-wide antivirus software enterprise license and Enterprise Prime Support for all Network Associates antivirus technology (includes VirusScan, NetShield, GroupShield, WebShield, and Management Edition). License and support will be for the period of 1 October 1999-30 September 2000 under Network Associates part # TVD-DRCT-NA. This agreement exercises option period #2, and is in accordance with, the previous license agreement of 1997. PURCHASE REQUEST NUMBER DD2PR07325

NET AMT	\$410,000.00
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SECTION C Descriptions and Specifications
CLAUSES INCORPORATED BY FULL TEXT

NOTES:

1. Mail voucher/invoice to: Defense Information Systems Agency
ATTN: DC52/Accounts Payable
701 So. Court House Road
Arlington VA 22204-2199
Telephone No.: (703) 607-6061
2. The contracting officer and specialist can be reached using the following phone numbers or email addresses:

Contracting Officer	Mark J. Bogart	703-607-6920	Bogartm@ncr.disa.mil
Contract Specialist	April J. Miller	703-607-6895	miller3a@ncr.disa.mil
3. Each voucher/invoice must include contract/order number ("DCA100" number), contract line item number (CLIN) and accounting classification reference number (ACRN).
4. In accordance with FAR clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, please call DFAS at 800-328-9371 or 800-337-6792 to set up the mandatory process.
5. A copy of the order must accompany the shipment. The shipping label must include the contract/order number and the Contracting Officer's Representative (COR)/Point of Contact (POC) name and telephone number.

The technical POCs are Tina Lessmann (703) 607-6501 and Benita Kelly (703) 607-6499.
6. N/A

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DCA100-00-F-4009	3 OF 3

NAME OF OFFEROR OR CONTRACTOR
FEDERAL DATA CORPORATION

7. 52.239-9202 YEAR 2000 COMPLIANCE (MAR 1998)
- a. All information technology provided under, or in support of, this contract by the contractor and all subcontractors shall be Year 2000 compliant. "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
- b. To ensure Year 2000 compliance, the contractor shall, at a minimum, test a representative sampling of the information technology, or the same type of information technology, that will be provided under the contract. Year 2000 Compliance testing will be accomplished and documented in accordance with generally accepted commercial standards/practices. If requested, the contractor shall provide the Government with a copy of such Year 2000 compliance test documentation at no additional cost to the Government.

SECTION E Inspection and Acceptance
INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

SECTION F Deliveries or Performance
DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-OCT-99 TO 30-SEP-00	Each	1.00	Dest.	DISA/D33 701 S. Courthouse Rd. Arlington, VA 22204-2199 DoDCERT 703-607-6500

SECTION G Contract Administration Data
ACCOUNTING AND APPROPRIATION DATA

CONTRACT	FUNDING DATA	COST CODE	AMOUNT
ACRN			
AA	SUBJECT TO THE AVAILABILITY OF FY00 FUNDS	FINAL	\$410,000.00

FUNDING	JOB ORDER NO	JOB ORDER	JOB ORDER AMOUNT
ACRN		QTY	
AA			

**DOD-Wide Anti-Virus Software Enterprise License Agreement
Between Defense Information Systems Agency
and
McAfee Software, Inc.**

1. Agreement: This software license agreement is entered into on this date July 18, 1997 between the Defense Information Systems Agency, hereinafter referred to as DISA, and the anti-virus software manufacturer/developer, McAfee Software, Inc. hereinafter referred to as the Contractor to furnish the following anti-virus software product or products: VirusScan, NetShield, WebShield, GroupShield, GroupScan, BootShield, and WebScan.

2. Order of Precedence: The terms of this license agreement are a supplement to the Contractor's commercial license for the aforementioned product(s) and should any conflict arise between the two agreements, the terms of this agreement shall take precedence.

3. Coverage/Applicability: This license covers the entire Department of Defense (DOD) on a Perpetual, Enterprise basis during the Period of Performance of this license, including Technical Support, Distribution, and Home Use as defined below.

4. Definitions:

Period of Performance: This license covers the period from date of award through 30 September 1998, plus four additional one year options, if exercised by DISA.

DOD: For the purposes of this license, this includes all employees of, and PC's owned by the: Army, Air Force, Navy, Marines, Coast Guard (in time of war only), defense agencies, military academies (on-site/campus only). It may be used by DOD contractors working on DOD owned PC's but not by DOD Contractors working on their company-owned PC's at their workplace.

Perpetual: This product is for DOD's use only, in perpetuity, however, anti-virus software technical support and signature file updates stop at the end of the designated period of the license. This also means that there is no requirement to de-install, destroy and/or return to the Contractor installed software at the end of the license period.

Enterprise This software is always owned by the software developer (Contractor) and is only used by the DOD, with no requirement to: account for or report individual DOD users or software copies, increase or decrease the price based on changes in the number of DOD users or PC's, and covers all product updates or upgrades based on new versions of operating systems or new platforms that occur for products originally provided under this license, during the period of this license.

Home use: DOD Employees only may use the anti-Virus product on their own personal computers at their homes. This is to reduce incidents of virus infiltration from home computers owned by DOD Employees where a significant virus point-of-entry exists. It may not be used by DOD Contractors at their own home.

Technical support (and/or maintenance support): This includes any or all technical support normally associated with or provided with the commercial version of the product(s), to the Contractor's commercial market. This will include a 24 hour-7 day-a-week accessible technical support hot line. The Contractor is only required to furnish technical support under this license to the DISA ASSIST staff. In addition, the contractor will agree to accept technical support calls from DOD Activity Information Security and/or network systems administrators after coordination with or after being referred to by the ASSIST Staff.

Distribution: Software updates, signature updates, system administrator documentation, virus logging, reporting, as well as end-user software documentation covered by this license shall be primarily via contractors commercial automatically or manually downloadable FTP, INTERNET/web, or bulletin board site, by and distributed by DISA ASSIST staff or other mutually agreed-to method. In addition, a hard copy set of software updates and/or virus solutions shall be furnished as soon as available in the form of CD ROM(s), and/or 3 1/2 inch Diskette(s) and shall be shipped via express mail (or equivalent) to the DISA ASSIST staff.

5. Changes: Signatures below constitute the entire agreement of this addendum between DISA and the Contractor. Any or all changes to this agreement must be made in writing by mutual agreement of the undersigned or their authorized representatives.

Signature: _____

Name: Mark J. Bogart

Title: Contracting Officer

Agency: Defense Information Systems Agency

Signature: _____

Name: William Larson

Title: Chairman and CEO

Company: McAfee Software, Inc.